

License Agreement

(Remote Access/LandShark, Recording Account, Copy Account and Bulk Copies)

This License Agreement (the "Agreement") to provide images of recorded documents in digital format, via the internet or other type of electronic media, is hereby entered into by and between the MARION COUNTY RECORDER (the "Licensor") and _____ (the "Licensee") for: _____ Services.

(Remote Access/LandShark, Copy Account, Special Reports and Bulk Copies)

WITNESSETH:

WHEREAS, Ind. Code § 36-2-7-10.1 permits the sale of recorded documents in bulk form copies to bulk users of public records at rates established by statute, provided that the bulk form copies provided to a bulk user are not resold, in full or in part, to any third party; and

WHEREAS, Ind. Code § 36-2-7-10.1(b) deems that an individual, a corporation, a partnership, a limited liability company, or an unincorporated association whose primary purpose is to resell public records is not a "bulk user" for purposes of purchasing recorded documents in bulk form at the statutorily-established rate under Ind. Code § 36-2-7-10.1; and

WHEREAS, Licensor to and Licensee desire to enter into this Agreement whereby Licensor grants Licensee a limited, non-exclusive, and revocable right to obtain digital images of recorded documents in bulk form, either via the internet or CD-ROM, subject to the above-referenced restrictions of Ind. Code § 36-2-7-10.1; and

WHEREAS, Licensor and Licensee desire that the Agreement shall be for a period of one (1) year and automatically renew for successive contract years at the prevailing rate, unless the Licensee is advised of any change in the statutorily-established rates thirty (30) days prior to a renewal.

NOW THEREFORE, in consideration of the mutual promises contained herein, Licensor and Licensee agree as follows:

1. Term. This Agreement shall be from and including January 1, 2011, to and including December 31, 2011, unless sooner terminated pursuant to the provisions contained herein. This Agreement shall automatically renew for successive one (1) year terms at the prevailing rates. Licensee shall be advised of any change in the statutorily-established rates thirty (30) days prior to any renewal term.

2. Grant of License. The Licensor hereby grants to the Licensee the non-exclusive, non-transferable, limited and revocable right to electronically obtain digital images of recorded documents in bulk form, subject to the "bulk user" and resell restrictions of Ind. Code § 36-2-7-10.1. All obtained images shall be used solely in the regular course of the Licensee's business. Licensee is specifically prohibited from disseminating any data or information obtained, except as specifically authorized under this paragraph. The limited license granted hereunder shall include the right to quote insubstantial portions of the records in memoranda and similar work product created by the Licensee, and the right to create photocopies of the records from the downloaded images for insureds of Licensee; provided, however, that such photocopies shall not be created or provided in bulk to other third parties, nor shall such records be transferred or copied in bulk in another medium (e.g., microfilm, microfiche, etc.).

Licensee, as a bulk user within the meaning of the statute, may charge its customers a fee for using the bulk form copies obtained by Licensee. Notwithstanding any other term or provision of this Agreement, any resale of recorded documents in bulk form by Licensee shall be deemed a violation of Ind. Code § 36-2-7-10.1(k) and a material breach of this Agreement. No transfer of any ownership interest to the Licensee is intended by this Agreement.

3. Payment. Subject to the terms of this Agreement, Charges shall be invoiced monthly and paid upon receipt, an additional dollar will be charged for fax copies. Failure to pay charges in a timely fashion may result in discontinuance of service at the discretion of Licensors. Should this Agreement be terminated prior to its expiration, Licensee's liability for payment shall be due immediately upon notice to Licensee.

(A) Subscribers of Remote Access/LandShark services shall pay an initial fee of **One Hundred Dollars (\$100.00)** per log-in I.D. requested; **Twenty-Five Cents (\$0.25)** per minute of actual connect time for the mainframe computer; Licensee shall pay to Licensors **Seven Cents (\$0.07)** per page for a recorded document, including the index of the instrument number or book and page, or both, for retrieving the recorded document and **Seven Cents (\$0.07)** per recorded document for a copy of the other indices used by the Licensors for finding, retrieving, and viewing a recorded document; and shall maintain a **One Hundred Dollar (\$100.00)** balance in the Enhanced Access account; failure to maintain said balance may result in Licensors' termination of this Agreement.

(B) The subscriber of Recording Account services shall deposit **Twenty-Five Dollars (\$25.00)** with Licensors upon establishment of an account and maintain a balance of at least **Twenty-Five Dollars (\$25.00)** for at least thirty (30) days after the receipt of a signed agreement, failure to maintain said balance may result in Licensors' termination of this Agreement.

(C) A Bulk Copy Licensee shall pay to Licensors **Seven Cents (\$0.07)** per page for a recorded document, including the index of the instrument number or book and page, or both, for retrieving the recorded document and **Seven Cents (\$0.07)** per recorded document for a copy of the other indices used by the Licensors for finding, retrieving, and viewing a recorded document.

(D) The subscriber of Copy Account services shall deposit **Twenty-Five Dollars (\$25.00)** with Licensors upon establishment of an account and maintain a balance of at least **Twenty-Five Dollars (\$25.00)** for at least thirty (30) days after the receipt of a signed agreement, failure to maintain said balance may result in Licensors' termination of this Agreement.

(E) The subscriber of Special Reports shall pay the following fees:

(i) **Five Hundred Fifty Dollars (\$550.00)** one time programming fee. There will not be an additional expense upon agreement renewal. An additional program fee will only be charged if a new report must be programmed; and

(ii) **Five Cent (\$.05)** per record / line per of report; and

(iii) **Fifty Dollars (\$50.00)** for each individual report.

4. Disclaimer of Warranties. Licensee agrees that all data and/or images or recorded documents purchased under this Agreement downloaded are provided “as is,” without warranty of any kind, express or implied.

5. Use of the Purchased Document Images. Notwithstanding any other provision of this Agreement, Licensee’s use and possession of recorded images shall at all times be in compliance with all applicable laws, ordinances, regulations and orders of any governmental authority.

6. Liability. The Licensee shall indemnify and hold harmless the Licensor and its officers, agents, officials, and employees from and against any and all claims, actions, causes of action, judgments, liability, costs and expenses, including attorney’s fees, arising out of any negligent act or omission by Licensee or any of its officers, agents, employees or subcontractors during the term of this Agreement.

7. Assignment. This Agreement shall not be assigned, transferred or otherwise disposed of by the Licensee except with the written consent of the Licensor being first obtained. Consent to assign, sublet or otherwise dispose of any portion of this Agreement shall not be construed to relieve Licensee of any responsibility for the fulfillment of this Agreement.

8. Termination. The License is revocable at the will of the Licensor, and may be terminated by the Licensor upon ten (10) days prior written notification to the Licensee of the intent to terminate. The License may be terminated by the Licensee upon thirty (30) days prior written notice to the Licensor.

9. Amendment. This Agreement may be amended only by written instrument signed by both the Licensor and the Licensee.

10. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which shall be considered one and the same instrument.

12. Notices. Any notice required to be delivered hereunder shall be effective if given in writing and shall be deemed received when personally delivered, sent by United States mail, postage prepaid, certified and return receipt requested, addressed as follows:

To Licensor: To Licensee:

Julie Voorhies, Recorder _____
Marion County Recorder’s Office _____
City-County Building _____
200 East Washington Street _____
Room 701 _____
Indianapolis, IN 46204 _____

13. Debarment and Suspension. Licensee certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Licensee. Licensee shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. Licensee shall provide immediate written notice to Licensor if, at any time after entering into this Agreement, Licensee learns that its certification was erroneous when submitted, or Licensee is debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.

14. Non-discrimination. Licensee shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, or United States military service veteran status. Breach of this section shall be regarded as a material breach of this Agreement.

15. Entire Agreement. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the transaction and cannot be changed except by the written consent of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

MARION COUNTY RECORDER

("Licensor")

By: _____
Julie Voorhies, Marion County Recorder

Date: _____

("Licensee")

By: _____

Date: _____

Printed: _____

Licensee E-Mail: _____

Title: _____